

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

In the Matter of

Implementation of the Local Competition  
Provisions of the Telecommunications Act  
of 1996

CC Docket No. 96-98

**BELLSOUTH PETITION FOR  
RECONSIDERATION/CLARIFICATION**

BellSouth Corporation, on behalf of itself and BellSouth Telecommunications, Inc., ("BellSouth") hereby files this petition for reconsideration/clarification of the Commission's *UNE Remand Order*<sup>1</sup> in the above-captioned proceeding.

**I. THE COMMISSION SHOULD RECONSIDER THE OVERLY BROAD DEFINITION OF INSIDE WIRE ADOPTED IN THE *UNE REMAND ORDER*.**

BellSouth requests that the Commission reconsider the definition of inside wire adopted in the *UNE Remand Order*. In that order, the Commission created a new and radically expanded definition of inside wire that conflicts with the traditional, long-standing meaning of that term. In the *UNE Remand Order*, the Commission adopted the following definition of inside wire – "all loop plant owned by the incumbent LEC on end-user customer premises as far as the point of demarcation . . . " 47 C.F.R. § 51.319 (a)(2)(A). The Commission further stated, "[a]lthough we refer to 'inside wire' and

<sup>1</sup> *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Third Report and Order, FCC 99-238 (rel. Nov. 5, 1999) ("*UNE Remand Order*").

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‘customer premises,’ for the sake of convenience, we acknowledge that the wire may be out-of-doors, and the ‘customer’ may be a subscriber, a landlord, a condominium, a university, and so on.”<sup>2</sup>

This expanded definition conflicts directly with the Commission’s traditional meaning of the term “inside wire.” “Inside wire” has long been defined as wire on the customer’s side of the demarcation point.<sup>3</sup> The Commission has previously determined that “[t]ogether with CPE, inside wiring constitutes all facilities located *on the customer’s side of the demarcation point* required to transmit telecommunications services over a wireline network.”<sup>4</sup> Under the expanded definition adopted in the *UNE Remand Order*, “inside wire” would extend beyond the customer’s side of the demarcation point into the incumbent LEC’s network – contrary to the Commission’s prior definition. This new definition would include wire located not only inside a customer’s premises – consistent with the traditional meaning of inside wire – but also beyond the customer’s house or building but still on the customer’s property. The Commission has provided no legal or policy basis for expanding the traditional definition of “inside wire.”

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<sup>2</sup> *UNE Remand Order*, ¶ 170.

<sup>3</sup> *Review of Sections 68.104 and 68.213 of the Commission’s Rules Concerning Connection of Simple Inside Wiring to the Telephone Network*, CC Docket No. 88-57, Third Report and Order, FCC 99-405, ¶ 2 (rel. Jan. 10, 2000); *Review of Sections 68.104 and 68.213 of the Commission’s Rules Concerning Connection of Simple Inside Wiring to the Telephone Network*, CC Docket No. 88-57, Order on Reconsideration, FCC 97-209, ¶ 1 (rel. June 17, 1997); *Review of Sections 68.104 and 68.213 of the Commission’s Rules Concerning Connection of Simple Inside Wiring to the Telephone Network*, Report and Order and Further Notice of Proposed Rulemaking, 5 FCC Rcd 4866 (1990).

<sup>4</sup> *Review of Sections 68.104 and 68.213 of the Commission’s Rules Concerning Connection of Simple Inside Wiring to the Telephone Network*, FCC 97-209, Order on Reconsideration, CC Docket No. 88-57, ¶ 1 (rel. June 17, 1997)(emphasis added).

Moreover, this overinclusive definition will create significant difficulties and unnecessary confusion. For example, as this pleading demonstrates, the Commission's expanded interpretation will lead to confusion and disputes among customers, building owners, CLECs, and incumbent LECs regarding ownership of facilities and equipment. In addition, the expanded meaning will require modifications to the accounting guidelines. Incumbent LECs will have to reclassify network property on a customer's premises as inside wire rather than incumbent LEC plant. It is unlikely that the Commission intended such a result.

BellSouth believes that these difficulties and unintended consequences can be eliminated simply by retaining the traditional definition of "inside wire" and applying the existing definition of "intrabuilding network cable" as listed in the Uniform System of Accounts.<sup>5</sup> Under the Commission's Uniform System of Accounts, "intrabuilding network cable" is described as "cables and wires located on the company's side of the demarcation point or standard network interface inside subscribers' buildings on one customer's same premises." The Commission should rely on this definition since it clearly applies to the incumbent LEC-owned cable that is the subject of the *UNE Remand Order*. Adopting this interpretation of intrabuilding network cable will enable the Commission to appropriately distinguish between "inside wire" – which is located on the customer's side of the demarcation point and is under the control of the end user – and "intrabuilding network cable" – which is a sub-loop element located on the incumbent LEC's network side of the demarcation point and includes those wires and cables between the incumbent's network and the inside wire at an end user customer's premises.

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<sup>5</sup> 47 C.F.R. § 32.2426.

BellSouth does not object to unbundling this sub-loop component of the network provided that the proper definition is adopted. As discussed above, use of the term “inside wire” to define wiring on the incumbent’s side of the demarcation point will cause unnecessary confusion among all parties and turn existing regulations, definitions, and field methods and procedures upside down. Intrabuilding network cable is not – and never has been – synonymous with “inside wire,” and the Commission should acknowledge this significant distinction.

In light of the forgoing, BellSouth urges the Commission to reconsider its expanded definition of “inside wire.” The Commission should narrow the meaning of “inside wire” by adopting a definition for “intrabuilding network cable” that is consistent with the Uniform System of Accounts. This approach will allow the Commission to appropriately distinguish between traditional “inside wire” that is under the control of the end user and intrabuilding network cable – which is that portion of the incumbent LEC’s network available to CLECs as a sub-loop element.

## **II. THE COMMISSION SHOULD RECONSIDER/CLARIFY ITS REQUIREMENT THAT AN INCUMBENT LEC CONSTRUCT SINGLE POINT OF INTERCONNECTION IN CERTAIN CIRCUMSTANCES**

The Commission should also clarify that its requirement that an incumbent LEC construct a single point of interconnection (SPOI) applies only where the incumbent LEC owns relevant facilities. In the *UNE Remand Order*, the Commission concluded that a SPOI would promote competition. *UNE Remand Order* at ¶ 226. To the extent one is not available, the Commission concluded that the parties involved should cooperate to reconfigure the facilities involved. Where negotiations were not successful, the

Commission's order requires "the incumbent to construct a single point of interconnection that will be fully accessible and suitable for use by multiple carriers." *UNE Remand Order* at ¶ 226. In a footnote, the Commission explains that the "incumbent is obligated to construct the single point of interconnection whether or not it controls the wiring on the customer premises." *Id.* at n. 442.

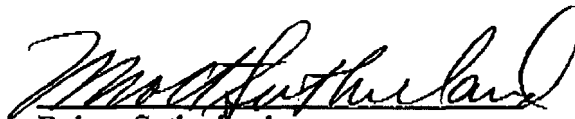
The Commission's order could be interpreted to require an incumbent to construct a SPOI in locations where it owns no facilities rather than just where it does not control the wiring on the customer's premises, but does control distribution facilities providing service to the customer. For example, it is increasingly the case that a CLEC may wire a campus or sub-division, and connect it directly to the CLEC's own network. In the event a second CLEC wishes to obtain access to serve customers in that campus or sub-division, it should be the responsibility of the two parties involved to negotiate a solution. Where those negotiations are not successful, the first CLEC should be obligated to construct the SPOI, not the incumbent. In this situation, the incumbent owns no facilities at or to the customer location, and should not be required to construct a SPOI solely to benefit two other carriers. The Commission should clarify that its order requires simply that an incumbent construct a SPOI where the incumbent controls facilities at, or running to, the end user.

### III. CONCLUSION

The Commission should reconsider and clarify its *UNE Remand Order* as set out above.

Respectfully submitted,

BELLSOUTH CORPORATION  
BELLSOUTH TELECOMMUNICATIONS, INC.

A handwritten signature in cursive script, appearing to read "Robert Sutherland", written over a horizontal line.

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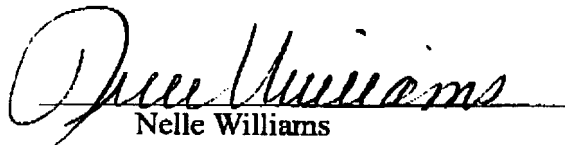
February 17, 2000

## CERTIFICATE OF SERVICE

I hereby certify that I have this 17<sup>th</sup> day of February, 2000 served the following parties to this action with a copy of the foregoing **BELLSOUTH PETITION FOR RECONSIDERATION/CLARIFICATION**, reference CC Docket No. 96-98, by hand delivery or by placing a true and correct copy of the same in the United States Mail, postage prepaid, addressed to the parties at the addresses shown below:

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